

JPA File No.: 06-049
AG Contract No.: KR06-0515
Project No.: HRF-PAG-0-845
Project: Roadway Reconstruction
Section: Haul Road Phase III
TRACS No.: HF145 01C
Budget Source Item No.: HURF

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PAGE

THIS AGREEMENT is entered into this date August 1, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PAGE, acting by and through its MAYOR and CITY COUNCIL the ("City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-334 and § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State has approved the exchange of Highway User Revenue Funds (HURF) pursuant to the amounts and schedule shown in column D of the table below for Haul Road Phase III roadway reconstruction. Such funds shall be repaid to the State by withholding from the Northern Arizona Council of Governments (NACOG) Federal Apportionment and corresponding Obligation Authority as shown in column B and C in the table below. All such transactions to be made in accordance with the schedule shown in column A.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

NO. 28354
Filed with the Secretary of State
Date Filed: 8/1/06
James K. Weaver
Secretary of State
By: [Signature]

A	B	C	D
Federal Fiscal Year to be Processed	STP Apportionment to be Charged to NACOG	STP Obligation Authority to be Charged to NACOG	90 %HURF Funds to be Transferred to City
<u>Construction</u>			
FFY 2006	\$762,057.00	\$656,667.00	\$591,000.00
Total	\$762,057.00	\$656,667.00	\$591,000.00

II. SCOPE OF WORK

1. The City shall:

a. Provide design plans, specifications and other such documents and services required for construction bidding and construction of the Haul Road Phase III roadway reconstruction.

b. Be responsible for any contractor claims required for design of the project for extra compensation due to delays or whatever reason attributable to the City.

c. Advertise for bids and award one or more construction contracts for the Project. Administer contracts for the project and make all payments to the contractor(s). Be responsible for any contractor claims required to complete the project for extra compensation due to delays or whatever reason attributable to the City. Comply with all applicable State Laws, Rules and Regulations.

d. Invoice the State for thirty percent (30%) of the cost of construction upon award of the construction project. Total payment by the State to the City shall not exceed the amounts shown in column D above for the Federal Fiscal Year 2006 in which the billing is made.

e. Invoice the State for 30% of the cost of construction when the project reaches the 30% completion stage. Total payments by the State to the City shall not exceed the amounts shown in column D above for the Federal Fiscal Year 2006 in which the billing is made, plus any carryover amounts not previously paid in prior years.

f. Invoice the State for 30% of the cost of construction when the project reaches the 60% completion stage. Total payments by the State to the City shall not exceed the amounts shown in column D above for the Federal Fiscal Year 2006 in which the billing is made, plus any carryover amounts not previously paid in prior years.

g. Upon satisfactory completion of construction, approve and accept the project on behalf of the City, provide for the maintenance, at its own expense. Provide the State with a letter documenting the notice of the approval and acceptance of the project.

h. Invoice the State for 10% of the cost of construction when the project has been satisfactorily completed and accepted by the City. Total payments by the State to the City shall not exceed the amounts shown in column D above for the Federal Fiscal Year 2006 in which the billing is made, plus any carryover amounts not previously paid in prior years.

i. Within 30 days after the Final Close Out Field Review provide to the State a Final Acceptance Letter.

2. The State shall:

a. Charge NACOG STP Apportionment in the amount of \$762,057.00 and NACOG Obligation Authority in the amount of \$656,667.00 for Haul Road Phase III roadway reconstruction.

b. Within thirty-days (30) after receipt and approval of construction invoices at the thirty and sixty percent construction completion stages, advance the City HURF funds in the amount of 30% at each invoiced stage for construction.

c. Within 30 days after receipt and approval of construction invoices, advance the City HURF Funds or the remaining 10% of \$591,000.00 for Haul Road Phase III roadway reconstruction.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon 30 days written notice to the other party. It is understood and agreed that in the event the City cancels this Agreement, the State shall in no way be obligated to maintain said project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost overruns and construction claims. The City shall require its contractors to name the State and ADOT as an additional insured in the contractor's policies. The City shall also require its contractors to name the State and ADOT as an additional indemnitee in the City's contracts with its contractors. It is understood and agreed that the State's participation is confined solely to advancing Highway User Revenue Funds; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the City and that to the extent permitted by law the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

City of Page
Attn: City Manager
PO Box 1180
Page, Arizona 86040
(928) 645-4240
(928) 645-4244 Fax

8. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement the day and year first above written.

CITY OF PAGE

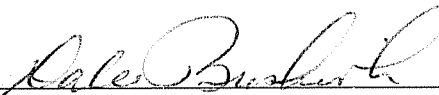
By 
DAN BROWN
Mayor

ATTEST:

By 
LORI ANDERSON
City Clerk

STATE OF ARIZONA

Department of Transportation


By 
DALE BUSKIRK
Division Director

ATTORNEY APPROVAL FORM FOR THE CITY OF PAGE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this July 14 day of 2006, 2006.



City Attorney



MEETING NOTICE CITY OF PAGE CITY COUNCIL

CITY COUNCIL REGULAR MEETING
CITY HALL, 697 VISTA AVENUE
PAGE, ARIZONA

**JULY 13, 2006
6:30 P.M.**

AGENDA SUMMARY

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL Mayor Dan Brown

Vice Mayor John Cook

Councilor Elmer Horton

Councilor Tom Puckett

Councilor John Kocjan

Councilor Lyle Dimbatt

Councilor Len Cook

PRIORITY LIST

FY 2005-2006 City Council Priority List

NO ACTION TAKEN

MINUTES

Regular City Council Meeting-June 22, 2006

Special City Council Meeting-July 3, 2006

APPROVED

CONSENT AGENDA

APPROVED

The Consent Portion of the Agenda is a means of expediting routine matters that must be acted on by Council. All items approved will be done by one undebatable motion passed unanimously. Any item may be removed for debate on request of any member of Council. Items removed from the Consent Portion become the first items of business of the Regular Agenda.

MINUTES

Planning and Zoning Commission-May 9, 2006

CLAIMS

INFORMATION

PUBLIC HEARINGS

None

HEAR FROM THE CITIZENS

The public is invited to speak on any item or area of concern. Items presented during the Citizens portion which are not on the agenda cannot be acted upon by the Council. Individual Council persons are prohibited by the Open Meeting Law from discussing or considering the item among themselves unless the item is officially on an agenda. Citizens may also use the Information Request Forms which are available.

UNFINISHED BUSINESS

Discussion and possible action by the City Council pertaining to adopting the 2006 Amendments to the Tax Code of the City of Page-Ordinance 510-06-2nd reading **APPROVED**

Discussion and possible action by the City Council pertaining to extending boundaries for fire and emergency medical services **APPROVED-BOUNDARIES EXTENDED TO INCLUDE LECHEE, GREENEHAVEN, NAVAJO GENERATING STATION, LITTLE CUT AND FEDERAL LANDS TO THE WEST**

NEW BUSINESS

Discussion and possible action by the City Council pertaining to an amendment to Authorization for Services No. 6, Z&H Engineering, Inc., to conduct an Airport Master Plan Update Study **APPROVED**

Discussion and possible action by the City Council pertaining to an Intergovernmental Agreement between the City of Page and the Arizona Department of Transportation (ADOT) for Haul Road Phase III Roadway Reconstruction **APPROVED**

Discussion and possible action by the City Council pertaining to adopting the Preliminary Budget for FY 2006-2007, Resolution 970-06, and setting a public hearing date for FY 2006-2007 Budget for July 27, 2006 **APPROVED WITH THE UNDERSTANDING THAT THE PEU USER FEE WILL BE ABOLISHED DECEMBER 31, 2006, SUBJECT TO THE CITY'S FINANCIAL STATUS**

Discussion and possible action by the City Council pertaining to lot space rent at Lake Powell Mobile Home Village-Resolution 972-06 **APPROVED**

BID AWARDS

None scheduled

BUSINESS FROM THE MAYOR

None scheduled

BUSINESS FROM THE MANAGER

None scheduled

BUSINESS FROM THE CITY ATTORNEY

None scheduled

BUSINESS FROM THE COUNCIL

None scheduled

BOARDS & COMMISSIONS

None scheduled

DEPARTMENTS

None scheduled

CLAIMS

None

ADJOURN

FOR YOUR INFORMATION

Next Regular Meeting, Thursday, July 27, 2006, 6:30 p.m.

Persons with disabilities should call Lori Anderson, City Clerk at 645-4220 (TDD 645-4216) for program and services information and accessibility.

DISCLAIMER

THIS AGENDA MAY BE SUBJECT TO CHANGE UP TO 24 HOURS PRIOR TO MEETING. PLEASE SEE LOCAL CRIER BOARDS FOR CURRENT AGENDA. THANK YOU.

IF YOU WOULD LIKE TO RECEIVE CITY COUNCIL AGENDAS VIA EMAIL, PLEASE SEND YOUR EMAIL ADDRESS TO cityclerk@cityofpage.org OR CALL 645-4221.


CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following places: City Hall Bulletin Board located at 697 Vista Avenue, Page, Arizona, Justice Building Bulletin Board located at 547 Vista Avenue, Page, Arizona, U. S. Post Office Lobby located at 44 Sixth Avenue, Page, Arizona, on the ____ day of July, 2006, at _____ p.m. in accordance with the statement filed by the City of Page City Council with the City Clerk.

DATED this ____ day of July, 2006.

CITY OF PAGE

By: _____
CITY CLERK'S OFFICE

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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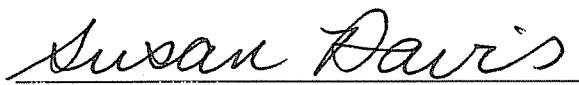
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0515TRN (**JPA 06-049**), an Agreement between public agencies, i.e., The State of Arizona and The City of Page, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: July 24, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:971058
Attachment